



Plattsburgh City Marina Seasonal License Agreement

BOATER INFORMATION

Boat Owner(s) Name: _____ Phone: _____
Contact Email: _____
Boat Name: _____ Boat Length (in Feet): _____

**** Please include a copy of your valid boat registration ****

1. Parties.

This Boat Slip and Mooring Lease Agreement (hereinafter "Agreement") is entered into on this ____ day of _____ (month/year), between _____ (hereinafter "Boat Owner(s)") and the City of Plattsburgh, Department of Parks and Recreation (hereinafter "City").

The City's address for the purposes of this Lease is 41 City Hall Place, Plattsburgh, NY 12901.

The Boat Owner(s) address is _____. The Boat Owner(s) warrant ownership of the above described boat and accept full responsibility for any authorized user of the boat to follow the terms of this lease agreement and the rules and regulations of the Marina.

2. Limit on Use.

This Agreement allows dockage for the above described boat at the Plattsburgh City Marina located on Lake Champlain (the Marina). If the Boat Owner desires to dock a boat other than the boat referenced above, the Boat Owner must complete a new Agreement and if approved, will be bound by the conditions of the new agreement and pay additional charges arising there from.

No person shall tie up to any slip, bulkhead or mooring at the Marina without executing a lease agreement and making payment in full and by doing so, acquiring a boat or mooring permit. **Docking and mooring permits are not transferable** and the City reserves the right to use reserved accommodations during temporary vacancies by the slip holder.

Boat Owner agrees to give the City prior notice regarding any departures and return dates, when the length of vacancy is for 24 hours or longer.

No private sub-leasing of slips or moorings or transfer of boats between slips or moorings at the Marina is allowed.

The valid boat registration must match the boat owner and slip/mooring renter. The person(s) on this lease must have been the primary occupant on our waitlist.

3. **Term.**

This lease agreement commences on **May 15** and terminates on **October 4**, unless sooner terminated as hereinafter provided. However, the parties agree that weather, water level, and other environmental conditions at the Marina, determined in the sole discretion of the City, may result in the actual boating season beginning and ending on dates other than the stated term of this lease agreement. If a change in the opening date and/or closing date of the season occurs, **no fee adjustments** to this lease agreement will be made.

4. **Rent.**

Seasonal Dockage: \$82/foot, 26 foot minimum

Seasonal Moorings: \$56/foot, 26 foot minimum

The rental rate shall be \$ _____ USD for the season. **All slip and mooring rentals must be paid in full and in advance of the first day of the season.** Rents will not be prorated for boat arrivals after the first day of the season nor will rents be prorated for boat departures prior to the close of the season. All boat slip and mooring fees are **nonrefundable**.

5. **Electrical Service.**

Electric service shall be provided by the City and included in the lease payment. For 2015, electrical service will be available on or around May 29. There is no electric service available at the moorings.

6. **Water Service.**

Water service shall be provided by the City and included in the lease payment. For 2015, water service will be available on or around May 29. There is no water service available at the moorings.

7. **Relocation and Termination.**

The City reserves the right to change existing dockage and mooring assignments at the Marina at its sole discretion, and to terminate this lease should the terms under which it is issued be violated.

a. Termination by City.

- (i) For cause. The City may terminate this agreement for cause if the Boat Owner violates any terms or conditions of this agreement or its incorporated obligations. If the Boat Owner violates any of the terms and conditions in this agreement, the City shall have the option of terminating this agreement upon the lesser with as few as three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the vessel, without waiving any other rights herein. Boat Owner must remove the boat from the slip or mooring prior to the end of the notice period.
- (ii) Not for cause. The City retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Boat Owner. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Boat Owner, and Boat Owner shall remove the boat by the termination date so noticed. Nothing in this paragraph shall waive any other right of the City under this agreement, at law, equity or admiralty.
- (iii) Removal. If the Boat Owner fails to remove the boat and equipment from the rented slip or mooring after the termination or expiration of this agreement, after proper notice of same the City shall be entitled to:

- i.* Remove the boat and store or re-dock the boat at any location in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, and until all the Boat Owner's fees and charges are brought current;
 - ii.* Lock the boat in place until all the Boat Owner's fees and charges are brought current;
 - iii.* Charge the boat owner the then current transient rate per day for so long as the boat remains in the Marina until all the Boat Owner's fees and charges are brought current;
 - iv.* Exercise any other right the City shall have at law, equity, or admiralty;
 - v.* Any combination of any or all remedies set forth in this paragraph 6.
- b.** Termination by Boat Owner. Boat Owner shall give the City five (5) days written notice prior to departure, except in case where Boat Owner intends to stay less than 30 days, in which case termination notice must be given upon arrival.

8. Default.

If the Boat Owner fails to timely make rental payments, or in any other material way fails to comply with the terms of this lease agreement including violation of the Marina's rules and regulations during the term of this lease agreement, the City shall have all remedies set forth in paragraph 6.c. above.

9. Rules, Regulations and Use.

Boat Owner agrees to be bound by Marina Rules and Regulations which are attached to this contract. In addition:

- a.** Lines and fenders - Boat Owner must provide adequate line and fenders and maintain them in proper condition and arrangement. In the interest of safety, the City may require that dock lines and fenders be changed or altered. In an emergency situation threatening damage to the owner's vessel, or property of the City, determined in the sole discretion of the City, the City may cause appropriate lines and fenders to be attached to the Boat Owner's boat and do other necessary work and the cost of doing so shall be charged to the Boat Owner;
- b.** Docking assistance and surveillance - The City may provide docking assistance and maintain reasonable surveillance during regular hours from the opening of the Marina through the remainder of the season but will not be held responsible for the security and/or safekeeping of vessels moored or docked at the Marina at any time;
- c.** Flame and heating elements - In no case may flame-heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on boats while at the Marina. The use of any form of hibachis, charcoal, wood, or gas-type portable cooking equipment, is strictly prohibited.
- d.** All boats must have a working anchor light on board from sunset to sunrise within the mooring field.
- e.** No swimming - Swimming and diving is not be permitted from anywhere in the Marina's docks or moorings areas;

- f. Docking manner - No boats shall be docked in such a manner as to have the bow pulpit extend over the walkway dock. All sailboat halyards must be properly secured to mast to eliminate clanging;
- g. Materials on dock - Boat Owners shall not place materials, supplies, rubbish or debris on walkways. For load and unload, boaters may use carts made available by the City;
- h. Waste – Boat owners shall not discharge waste material, refuse, or rubbish of any kind in to the water. All garbage and recycling shall be placed in the containers provided by the City. Boaters may not dispose of any motor oil or other lubricants in the water, marina dumpsters or grounds;
- i. Dock masters - City dock masters will be on duty from May 15 through October 4 as conditions and demands require;
- j. Slip changes - Seasonal slips remaining open after July 1 may, after due notice, be reclaimed and reallocated.
- k. Persons acquiring a larger or smaller boat during the lease period must contact the City prior to changing boats, as length restrictions are vigorously enforced. The City retains the right to refuse any new vessel length request.
- l. Extension past season - Vessels left in a slip or on a mooring after October 5 are subject to a daily \$50 late fee and a \$50 towing fee. Boats will be locked up until full payment is received. Any boat removed without full payment of late fee will be subject to loss of slip use the following year and/or legal action;
- m. The City is not responsible for underwater vegetation growth and its effects on boater navigability.
- n. Marina lessees must follow the city noise ordinance and are strictly enforced. It is hereby declared to be the public policy of the City to control unnecessary noise in order to preserve, protect and promote public health, safety and welfare and to foster the peace and quiet, convenience and comfort of its inhabitants. It is the public policy of the City that every person is entitled to life, health, and enjoyment of his or her property free from disturbances caused by unnecessary noise. It is hereby declared that the making, creation or maintenance of excessive or unreasonable noises within the City is a menace to public health, comfort, convenience, safety, welfare, quality of life and the prosperity of the people of the City (City Charter 206-1).
- o. Parking – Overnight parking is permitted in the large parking lot closest to the boat launch. Overnight parking is not permitted in the Welcome Center/Marina lot. Violators will be towed at the owner's expense. Two loading/unloading parking spots will be provided for the convenience of the boater. Day Use parking in the Welcome Center/Marina lot is welcome and encouraged.
- p. Residency Status – Residency is determined by the address listed on the valid boat registration.
- q. Fire Procedures – Each dock is equipped with fire extinguishers in the event of a fire emergency. Boaters should notify 9-1-1 then marina staff by VHF radio in the event of a fire.
- r. Environmental Practices- the Plattsburgh City Marina strives to utilize sound environmental procedures in order to prevent and reduce pollution. Our customers are encouraged to adopt similar practices. Information is available in the office to help guide boaters in adopting the best management practices in the maintenance of their boat.

10. **Foul Weather.**

Boat Owner agrees that it is not relying in any way upon the skill or intervention of the City to protect the boat should foul or dangerous weather threaten to damage, or damage the boat. Boat Owner shall follow all Marina rules and regulations regarding foul weather operations.

11. **Indemnification.**

Boat Owner expressly undertakes and agrees to hold the City harmless with respect to damage or loss to the boat or its outfit, while at the Marina. Boat Owner agrees to hold the City harmless, indemnify and defend it from any claims of any person including other owners of property or boats at the Marina arising out of this lease agreement or the boat being docked or moored and the Marina, and further agrees to be responsible to the City for damage to the City's facilities or property arising out of this lease agreement or any appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

12. **Insurance Coverage.**

The Lessee of the seasonal slip/mooring is required to obtain and show evidence to the City of Plattsburgh in the form of a Certificate of Insurance or a copy of the insurance policy certifying the following insurance coverage is in force:

Hull Insurance Coverage:

Coverage for physical damage to the hull of the vessel owned by the Lessee. The Hull should be insured to the actual cash value (or a stated amount policy limit) of the vessel.

Protection and Indemnity (P&I) Coverage:

Lessee is required to provide evidence of P&I/Liability coverage at the following policy limits:

- For vessels up to and including 30' in length, a \$500,000 limit of liability
- For Vessels of 31' or greater in length, a \$1,000,000 limit of liability

A certificate proving appropriate coverage must be provided to the City at the signing of this lease agreement.

13. **Entire Agreement.**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

14. **Choice of Law and Forum.**

Any dispute arising hereunder shall be governed by the laws of the **State of New York** as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the Plattsburgh City Court, or Clinton County Supreme Court, depending on the nature of the action.

15. **Severability.**

In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

16. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

Boat Owner's SIGNATURE: _____ **Date:** _____

(Please print name)

City's SIGNATURE: _____ **Date:** _____

(Please print name)



Plattsburgh City Marina Rules and Regulations*

*Subject to change. All current rules and regulations will be posted at the Welcome Center

Safety & Courtesy

1. Vessels shall not exceed 5 MPH nor leave and damaging wake while under way when operating within the Inner Harbor.
2. Vessels shall not tie up nor moor except in areas designated by the Dockmaster for that purpose.
3. Motor vehicles within the Dock Street Landing and Peace Point areas shall not exceed 10 MPH.
4. Motorists shall park automobiles and boat trailers only in areas designated for that purpose. Parking is on a first-come, first serve basis, and is not guaranteed.
5. Overnight parking is permitted in the large parking lot closest to the boat launch. Overnight parking is not permitted in the Welcome Center/Marina lot. Violators will be towed at the owner's expense. Two loading/unloading parking spots will be provided for the convenience of the boater. Day Use parking in the Welcome Center/Marina lot is welcome and encouraged.
6. There shall be no anchoring anywhere in the inner harbor.
7. Fishing is not permitted on the City Marina docks.
8. Public Access is not permitted on City Marina docks.

Seasonal Docking & Mooring Permits

1. No person shall tie up to any slip, bulkhead or mooring without first having acquired a boat or mooring permit. Vessels within the mooring area are presumed to be overnight if they remain after 6:00pm EDT.
2. Owner must provide adequate line and fenders and maintain them in proper condition and arrangement. In the interest of safety, the Dockmaster may require that dock lines and fenders be changed or altered. In an emergency situation threatening damage to the owner's vessel, or property of the City of Plattsburgh, the Dockmaster may cause appropriate lines and fenders to be attached to the owner's vessel and do other necessary work and the cost of doing so shall be charged to the owner.
3. The City of Plattsburgh will provide docking assistance and maintain reasonable surveillance during regular hours but will not be held responsible for the security and/or safekeeping of vessels moored or docked at the facility.

4. Docking and mooring permits are not transferable and the City reserves the right to use reserved accommodations during temporary vacancies by the slip holder. **The slip holder shall give the City advance notice of commencement and duration of such vacancies.**
5. In no case may flame-heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on vessels while at the City's facilities, but the use of approved galley stoves, lamps, motors and other equipment normally considered part of the vessel shall be allowed.
6. Vessel owners expressly undertake and agree to save the City harmless with respect to damage or loss to the vessel or its outfit, except such damage as may be conclusively attributed to the City's own negligence, and this undertaking is provided to induce the City to enter into this agreement.
7. The season is from May 15 through October 5; however, Dockmasters will be on duty from May 29 through September 8. Persons acquiring a larger or smaller boat during the permit period shall have their fee altered and pro-rated on the basis of the amount of season left. Vessel owners must contact the marina office prior to changing boats, as length restrictions are vigorously enforced.
8. Pedestrian traffic on gangways and floating docks is restricted to persons holding mooring and slip permits issued by the City of Plattsburgh and their guests and municipal, state and federal officers exercising their respective duties.
9. Slip and mooring permits are issued to vessel owners and are not transferable to another person. Transfer of slip without Department approval will result in fine or loss of slip.
10. Slip and mooring owners are advised that the Department verifies boat ownership and residency.
11. The Parks and Recreation Department reserves the right to cancel any permit issued should the terms under which it is issued be violated.
12. Anyone wishing to keep their boat on a slip or mooring after October 4 must request permission in writing to the Harbormaster no later than September 30. Vessels left in a slip or on a mooring after October 4 are subject to a daily \$50 late fee and a \$50 towing fee. Vessels will be locked up until full payment is received, any vessel removed without full payment of late fee will be subject to loss of slip use the following year and/or legal action.